

Cooke County



REQUEST FOR PROPOSAL

Cooke County is soliciting proposals for the herein described services and/or commodities for the purpose defined in this document. By responding to this request, the offeror agrees to perform in accordance with the terms and conditions set forth in this document in the event that the response is selected for contract award.

Table of Contents

LEGAL NOTICE.....	3
INSTRUCTIONS TO OFFERORS.....	4
TERMS AND CONDITIONS	7
TECHNICAL REQUIREMENTS.....	10
PROPOSAL REQUIREMENTS	12
VENDOR QUESTIONNAIRE & TECHNICAL INFORMATION.....	13
ADDITIONAL INFORMATION FOR EMS COLLECTIONS OFFERORS	15
INSURANCE REQUIREMENTS.....	16

LEGAL NOTICE
Cooke County, Texas
Advertisement for Proposals

Cooke County is accepting proposals for EMS Collections Services. Specifications for this project may be obtained at the County Auditor's Office, located at 100 E. California Street, Suite 212, Gainesville, Texas 76240 or on the County's website, www.co.cooke.tx.us.

Bid No. FY10-0009RFP will be received at the Cooke County Auditor's Office until August 12, 2010, 2:00 PM. Any bids received after closing time will be returned unopened. Funds for payment have been provided through the Cooke County budget approved by the Commissioners' Court for the fiscal year. Return sealed bids to the Cooke County Auditor's Office, 100 S. Dixon St., Gainesville, Texas 76240. Mark outside of envelope "**Bid No. FY10-0009RFP – EMS Collections**".

Bids will be opened August 12, 2010 in the Prosperity Bank Building, 2nd Floor, 100 E. California St.; Gainesville, Texas 76240 at 2:00 PM,

PROPOSAL NAME: EMS Collections Services
PROPOSAL NO.: FY10-0009RFP
DUE DATE/TIME: 2:00 p.m., August 12, 2010
MAIL OR DELIVER TO: Cooke County
Auditor's Office

The County reserves the right to reject any and all proposals and to waive any informality in proposals received, deemed to be in the best interest of the County. No officer or employee of the Cooke County shall have a financial interest, direct or indirect, in any contract with Cooke County.

TO APPEAR IN THE GAINESVILLE DAILY REGISTER IN THE FOLLOWING EDITIONS:

First Publication: July 14, 2010
Second Publication: July 28, 2010

A copy of this notice and the publisher's affidavit must accompany the invoice when presented for payment.

INSTRUCTIONS TO OFFERORS

The purpose of this Request for Proposal is to select an agency to perform collections of the County's Emergency Medical Services (EMS) Fees.

Scope of Work

The County's objective in requesting this proposal is to obtain collections services for EMS Fees. The County, on average, bills approximately 420 ambulance calls with an approximate no transport rate of twenty percent (20%) each month. However, this is only an estimate; the contract will in no way bind the County to any specific amount. The County does not collect in district, except for insurance collections.

Submission of Proposals

Eight (8) copies of the proposal shall be enclosed in a sealed envelope or carton and delivered to:

Physical Address:

Cooke County
Auditor's Office
100 E. California St., Suite 212
Gainesville, Texas 76240

Mailing Address:

Cooke County
Auditor's Office
100 S. Dixon St.
Gainesville, Texas 76240

Proposals will be received until 2:00 p.m. August 12, 2010 at which time they will be publicly opened in the boardroom of the Prosperity Bank building. Failure to follow the instructions in the request for proposal may be cause for rejection of offer.

Acceptance of Offer

The signed proposal shall be considered an offer on the part of the offeror. Such offer shall be deemed accepted upon execution of a signed contract or purchase order and shall be considered part of the contract.

Criteria for Proposal Acceptance

Proposals will be evaluated with respect to criteria specifically developed to examine the technical competence and suitability of prospective offerors.

The contract will be awarded by the County only to a responsible offeror. In order to qualify as responsible, an offeror must meet the following criteria as they relate to this request for proposal.

- I. Have adequate technical and financial resources for performance.
- II. Have the necessary experience, organization, and technical skill in the field of collections and collection of ambulance service.
- III. Have a satisfactory record of performance in developing and implementing similar collections and collection programs.
- IV. Able to provide financial reports on an annual basis (provide a copy of your most recent financial report with completed RFP)

Proposal Evaluation Process

Proposals submitted by offerors will be evaluated using the following evaluation criteria and weighted value of each:

- I. Lowest overall cost per dollar collected **Up to 40 Points**
This evaluation criterion will consist of determining the overall cost (which should include percentage commission) proposed to the County based on the dollar volume of EMS fees collected for Cooke County.

- II. Verification of Requested Technical Information **Up to 30 Points**
This evaluation criterion will consist of verifying that all requested technical information, forms and documentation are included with the proposal and that all portions of the questionnaire are completely and accurately filled out by the offeror. The degree of effort to be expended by the offeror in collections of EMS fees will be taken into consideration in this step of evaluation.

- III. References **Up to 20 Points**
This evaluation criterion will consist of verifying at least three (3) of the required references provided by the offeror. Cooke County prefers that offerors provide references that are governmental and/or private ambulance transport service providers, if possible. Special attention will be given to verifying the degree of customer service provided by offerors to EMS customers.

- IV. Bidders Past Relationship with Cooke County-**Up to 10 Points**
Include any past working history with Cooke County.

MAXIMUM PROPOSAL EVALUATION GRADE -- 100 POINTS

Vendor Proposal Evaluation Meetings

Discussions may be conducted with offerors to further clarify the County's requirements and the offeror's proposal.

Award

Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price, and the evaluation criteria set forth in the request for proposals. The County shall determine which proposal is the most advantageous.

Negotiations may be undertaken with those contractors whose proposals, as to price and other factors, demonstrate them to be qualified, responsible and capable of performing the work. The contract selected will be the one most advantageous to Cooke County, cost and other factors considered. The County reserves the right to consider proposals or modifications thereof received at any time before an award is made, if such action will be in the best interest of the County.

Contract Period

It is proposed that should a contract be entered into as a result of this proposal:

- I. The contractor's schedule of fees and charges for collection shall remain unchanged for a minimum of three (3) years and the contract may be renewed each year thereafter for a maximum of two (2) additional one year periods at the County's option.
- II. The results of the successful offeror's collections process will be monitored to insure that EMS fees are being processed in a professional and confidential manner and the EMS fee collection rate is improving.
- III. The contents of the proposal by the successful offeror shall be contractual obligations if a contract ensues. Failure of the successful offeror to accept these obligations may result in cancellation of the award.
- IV. The successful offeror will be awarded a contract on an exclusive basis subject to the right of both the County and the offeror to terminate the contract upon thirty (30) days written notice at the address of both Cooke County and the offeror set forth in the contract. The contract shall not be assignable.

Cancellation

This contract may be canceled by the County upon written notice thirty (30) days prior to termination.

Right to Reject Proposal

The County reserves the right to reject any or all proposals and to disregard typographical, mathematical, or obvious errors. The County will not pay cost incurred by any offerors in the preparation of proposals.

TERMS AND CONDITIONS

1. Bids must give full company name and address of the bidder. Failure to manually sign bid will disqualify bid.
2. All bidders must complete the "Conflict of Interest Questionnaire". Chapter 176 of the Texas Local Government code requires that any vendor or person conducting business or wishing to conduct business with a county complete the questionnaire. It must be filed with the Cooke County Clerk. It is a Class C misdemeanor offense if a person violates Section 176.006, Local Government Code. Any questions can be directed to the Texas Ethics Commission in Austin.
3. It is understood that Cooke County, Texas reserves the right to accept or reject any and/or all Bids/Quotes/Proposals/Submittals for any or all products and/or services covered in an Invitation for Bid, Request for Quotations, Request for Proposals, and Request for Information and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Cooke County.
4. All Invitation for Bids, Request for Quotations, Request for Proposals, and Request for Information shall be submitted in hard copy paper form and shall be submitted in a sealed envelope, plainly marked on the outside with the bid, quote, proposal, or information number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Bidder/proposer shall include one (1) original and seven (7) copies in the submittal. Submittals shall be mailed or hand delivered to the Cooke County Auditor's Office.
5. Sealed bids will be opened at the date and time set forth in the Notice to Bidder and/or the Legal Notice located in the bid packet. Late bids/proposals will not be accepted.
6. Any explanation, clarification, or interpretation desired by a bidder regarding any part of the bid must be requested in writing from the Auditor's Office not less than five (5) business days before bid closing. Interpretations, corrections, or changes to the bid made in any other manner are not binding upon the County, and bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding. Request for explanations or clarifications may be e-mailed to susan.spencer@co.cooke.tx.us or faxed to Cooke County at 940.668.5442. The fax must clearly identify the bidder's company name, point of contact and bid number. Any written information given to one bidder concerning a bid will be furnished as an addendum to all bidders who have been issued a bid.
7. The requirement to furnish a Bid Security Bond and/or Performance Bond, when necessary, will be stated elsewhere in the Bid Specifications.
8. If ownership of your firm should change during the term of this contract, Cooke County must be notified (*Novation*) in writing within ten (10) days and a new declaration of relationships submitted immediately to the Cooke County Auditor's Office. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.
9. Cooke County is exempt from State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.
10. All delivery and freight charges, please include quotes with F.O.B., are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed, and operational shall be included in the total bid/quote/proposal price. Cooke County will pay no additional freight/delivery/installation/set up fees.
11. The title and risk of loss of the goods shall not pass to buyer until buyer takes possession of the goods at the point(s) of delivery.

12. Escalation and De-escalation: It is agreed the unit price bid is based, in part, on prices charged or quoted at the time of this bid by a product supplier to the vendor. The unit price bid may be increased or decreased when a product supplier increases or decreases their price to the vendor; however, the increase or decrease in the unit price shall be limited to the amount of the increase or decrease in price a product supplier charges the vendor. Any change in the unit price bid shall be accompanied by supporting documents from the vendor's product supplier. The vendor shall provide notice to the county auditor at least two (2) days in advance of any increase in the unit price bid. The two- (2) day period shall begin upon receipt of the notice by the county auditor. Cooke County reserves the rights to cease purchase of the product, purchase from the secondary bidder, re-bid or continue purchasing from the primary vendor if the unit price bid increases.
13. If delay is foreseen, contractor shall give written notice to the county auditor. Cooke County has the right to extend delivery date if reasons appear valid. Contractor must keep the county advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the county to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.
14. All items proposed shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in bid. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense.
15. Specifications may reference name brands, make, and/or model numbers. Any reference made to model/make and /or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered. Cooke County shall act as sole judge in determining equality and acceptability of products offered.
16. The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
17. Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Bid.
18. All bidders will comply with all Federal, State, and local laws relative to conducting business in Cooke County including, but not limited to licensing, labor and health laws. The laws of the State of Texas will govern as to the interpretation, validity and effect of this bid, its award, and any contract entered into.
19. Cooke County reserves the right to reject bids and refuse to contract with person(s) indebted to the County under Texas Local Government Code 262.0276. Bidders with delinquent taxes on the due date will not be eligible for award. If during a contract, a vendor's taxes become delinquent, Cooke County reserves the right to provide notice to the County Auditor or County Treasurer pursuant to Texas Local Government Code 154.045. Persons needing to check the status of their tax records are encouraged to contact the Cooke County Tax Office prior to submitting a bid.
20. The successful bidder agrees, by entering into this contract, to defend, indemnify and hold Cooke County harmless from any and all courses of action of claims of damages arising out of or related to bidder's performance under this contract.
21. Upon signing this bid document, an bidder offering to sell supplies, materials, services, or equipment to Cooke County certifies that the bidder has not violated the antitrust laws of this state codified in Texas

Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

22. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Cooke County.
23. Successful Bidder shall submit separate invoices, in duplicate, on each purchase order. Invoices shall be itemized and transportation charges, if any, shall be listed separately. Mail to Cooke County, Accounts Payable, 100 S. Dixon, Gainesville, Texas 76240. Payments shall not be due until the above instruments are submitted after delivery.
24. It is expressly understood and agreed that in case Cooke County should need any item(s) not available within the time frame requested from the successful vendor during the term of this contract, Cooke County reserves the right to purchase these items from other than the successful vendor. This shall not be in violation of any terms or conditions of said contract. Further, Cooke County reserves the right to seek another vendor if, any time, vendor's prices do not conform to public pricing.
25. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than the Seller's current prices on orders by others for products of the same kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.
26. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
27. Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, buyer may return the product for correction or replacement at the Sellers expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.
28. Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Cooke County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
29. No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge, expressively implied, of the person or corporation contracting with the County shall render the contract voidable by the Commissioners' Court.
30. Any interpretation, corrections or changes to these specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Cooke County Auditor, authorized to do so by the Commissioners Court. Addenda will be mailed to all who are known to have received a copy of the specifications. Proposers shall acknowledge receipt of all addenda.

TECHNICAL REQUIREMENTS

The contractor shall promptly undertake, through ethical and lawful means the collections of Cooke County's Emergency Medical Service (EMS) fees, with particular attention to the Consumer Credit Protection Act, Texas Debt Collection Act, Federal Fair Debt Collection Practices Act, and all other laws applicable to this type of activity. *The services requested include, but are not limited to the following:*

EMS Collections:

- ❖ Revenues will be collected either by the contractor or Cooke County EMS:
 - If the contractor will collect the funds, the funds shall be dispersed to Cooke County EMS on a weekly basis, either by wire or check.
 - With the check or wire, a detailed online report must be sent to Cooke County EMS showing who paid, the amount paid, and patient account that was paid.
- ❖ Develop, implement, and monitor extended payment plans with patients unable to pay in full.
- ❖ The contractor shall suspend the collections and collection efforts on any EMS fee upon written notice to do so by a representative of the County.
- ❖ The contractor shall not have the right to refuse to bill and collect any EMS fee.
- ❖ All standard collections and account status reporting formats will be in an arrangement acceptable to the County. The contractor's bid shall include proposed reports and the desired schedule for furnishing each. Minimum report requirements are shown as follows on a monthly basis.
 - A detail report of collections and adjustments with dollar amounts and quantities.
 - A summary of EMS fee collections by month.
 - An aged accounts receivable balance report.
- ❖ Contractor must accept MasterCard and Visa credit cards as payment for EMS services rendered.
- ❖ Contractor must have proven performance in skip tracing and collections.

Contractor Must Include at the Contractor's Expense:

- ❖ Employee wage and benefits.
- ❖ Collections forms.
- ❖ Collection forms.
- ❖ Long distance charges.
- ❖ Toll free access numbers for patients.
- ❖ Postage, envelopes, and other office supplies.
- ❖ Software required for the services requested herein.
- ❖ Any other costs associated with patient account collections.

HIPPA COMPLIANCE

- ❖ Contractor must be HIPAA compliant with all transactions.
- ❖ Contractor shall have a Department of Health and Human Services Office of the Inspector General (OIG) compliance program or policy in place and must provide a copy with the proposal.

Additional Requirements:

- ❖ Contractor must provide at least ten (10) references of which five (5) are governmental entities.
- ❖ Contractors shall provide a sample of the proposed contract and rate schedule to be signed.

PROPOSAL REQUIREMENTS

Offerors are requested to propose Collections and Collection Services for Emergency Medical Service (EMS) Fees for Cooke County

Format

To assure consistency, proposals must conform to the following format:

-Table of Contents

-Sections:

- A. Introduction
- B. Vendor Questionnaire of Technical Information
- C. References
- D. Commission Structure
- E. Contract
- F. Financial Report

The following explains what we expect in each of the major sections:

Section A – Introduction

This section should contain your understanding of the County’s needs and objectives.

Section B – Vendor Questionnaire

Complete the vendor questionnaire. All questions must be answered. This section shall address detailed technical information related to the EMS Fee Collections and Collection Services proposed.

Section C – References

This section shall contain names of at least ten (10) organizations, at least five (5), preferably, governmental entities or organizations providing ambulance transport services, for which services have been provided. References shall be limited to organizations that have had a contract for services with your firm for a period of no less than one year. Include organization name, address, telephone number, and contact person.

Section D – Commission Structure

This section should address in detail the proposed commission structure pertaining to this service.

Section E – Contract

Enclose copies of your standard contract. Indicate any clause(s) which are conditional or nonnegotiable. By so doing, it shall not be construed or implied that the County will automatically utilize the contract provided. It shall be for informational purposes only and the County reserves the right to author the contract to be executed by both parties.

Section F – Financial Report

Provide a copy of the proposing firm's most recently published financial statement including balance sheet, income and expense statement, and notes to the financial statement. The financial statement must be audited by an independent accounting firm.

11. Provide supporting documentation of written procedures used by the agency for directing collection service personnel in their dealings with accounts by telephone or in writing.

12. Provide sample copies of standard invoices, Release and Assignment of Benefits form, statements and collection notices presently being utilized.

13. Provide a detailed collections and collection procedure for collecting EMS Fees, i.e. collection policies and procedures.

14. Provide an established history of claims recovery work for accounts older than 180 days.

15. How many similar contracts do you presently have (or previously had) with other municipalities, local government agencies, or other ambulance transport service providers?

ADDITIONAL INFORMATION FOR EMS COLLECTIONS OFFERORS

- Cooke County's current third party EMS collections vendor is Southwest General Services
- The County's current vendor charges a 30%
- The County currently utilizes EmergiData/RescueMedic Software
- All transport vehicles are MICU paramedic staffed
- Payments are mailed directly to the County
- The County's gross receipts (before fee) from EMS transports in 2009 were \$1,472,864.15
- Total EMS calls for 2009 = 5063 for 2008 = 4796

INSURANCE REQUIREMENTS

- A. Before commencing work, the vendor shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to Cooke County. The vendor shall furnish to Cooke County Auditor's Office certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

Cooke County
Auditor's Office
100 S. Dixon St.
Gainesville, Texas 76240

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
 2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
 3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
- B. With reference to the foregoing required insurance, the vendor shall endorse applicable insurance policies as follows:
1. A waiver of subrogation in favor of Cooke County, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
 2. Cooke County, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader .
 - 3.. All insurance policies shall be endorsed to the effect that Cooke County will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.